

Martin F. Casey (MFC-1415)  
**CASEY & BARNETT, LLC**  
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Attorneys for Plaintiff

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VENTURE SUPPLY, INC.

Plaintiff,

- against -

SK SHIPPING CO., LTD.

Defendant.  
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07 Civ. 3735 (WHP)

**COMPLAINT**

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
2. Plaintiff, VENTURE SUPPLY, INC., is a corporation duly incorporated under the laws of one of the states of the United States, with an office and place of business located at 1140 Azalea Garden Road, Norfolk, VA 23502, and was the receiver and consignee of certain cargo laden on board the M/V GLYKOFILOUSSA, as more fully described below.
3. Defendant, SK SHIPPING CO., LTD. (hereinafter "SK SHIPPING") is a foreign corporation with a place of business located at Seoul 100-711, 19/F SK Namsan Bldg., 267, Namdaemun-ro 5- Ka, Chung- Ku, South Korea, and at all relevant times was and is doing

business in this jurisdiction and was and is a common carrier of goods by water and was the common carrier for the shipment described more fully below.

4. At all material times, defendant was and still is engaged in the business of common carriage of merchandise by water for hire.

5. Plaintiff was the consignee, owner and/or assured of the consignments hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

6. On or about December 25, 2005, a cargo consisting of 2000 pallets Gypsum Board, then being in good order and condition, were delivered to defendant SK Shipping at the port of Lianyungang, Jiangsu, China for transportation to the port of Norfolk, Virginia, in consideration of an agreed freight pursuant to SK Shipping bill of lading no. SKSMLYNF00022000 dated December 25, 2005.

7. Thereafter, the aforementioned cargo was loaded on board the M/V Glykofiloussa and the vessel departed for the intended port of destination.

8. When the cargo was discharged from the vessel in Norfolk, Virginia, on or about February 10, 2006, the cargo was found to have sustained physical damage.

9. The defendant failed to deliver the cargo to plaintiff at destination in the same good order and condition as when received by defendant at the port of loading.

10. The damage to the aforementioned cargo of Gypsum Boards did not result from any act or omission on the part of plaintiff or on the part of the shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendant.

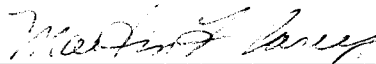
11. By reason of the foregoing, plaintiff has sustained damages in the total amount of \$35,000, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and,
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
May 10, 2007  
295-422

CASEY & BARNETT, LLC  
Attorneys for Plaintiff

By:   
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